

EXHIBIT B - 1

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

**FOURTH AMENDMENT TO
ADVERTISING TRANSIT
SHELTER AGREEMENT**

9/25/06

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FOURTH AMENDMENT TO ADVERTISING TRANSIT SHELTER AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT is made and entered into this ____ day of ____, 2006, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("CITY"), acting by and through its Municipal Transportation Agency ("Agency"), the San Francisco Port Commission ("Port"), an agency of CITY, and CBS OUTDOOR, a Delaware Corporation, successor to Viacom Outdoor and Outdoor Systems, Inc. (cumulatively, "CONTRACTOR").

RECITALS

A. On June 10, 1987, CITY entered into an "Advertising Transit Shelter Agreement" with Gannett Outdoor Company, Inc. of Northern California for the placement of commercial and noncommercial transit shelters throughout San Francisco ("Agreement").

B. On January 5, 1990, CITY approved the First Amendment to Agreement.

C. On March 12, 1991, CITY approved an assignment of Agreement to Combined Communications Corporation ("CCC").

D. On November 18, 1994, CITY approved the Second Amendment to Agreement, requiring CONTRACTOR to maintain the high-level boarding platform on 19th Avenue at Stonestown in exchange for advertising on the platform, and allowing advertising kiosks on Upper Market Street in conjunction with shelters on median boarding islands.

E. On January 3, 1997, CITY approved an assignment of Agreement from CCC to Outdoor Systems, Inc.

F. On March 2, 1998, CITY and CONTRACTOR entered into a Third Amendment to Agreement, to provide, among other things, for advertising on median boarding islands and high-level boarding platforms along The Embarcadero, an increase in the minimum and maximum number of transit shelters in the City.

G. The Third Amendment to Agreement also contains a provision requiring CONTRACTOR to negotiate with CITY as to participation by CONTRACTOR in the construction, maintenance and repair of shelters for the Third Street Light Rail Line in exchange for advertising rights on those shelters.

H. The parties have negotiated this Fourth Amendment to Agreement, which contains the agreements of the parties with respect to the rights and obligations of CONTRACTOR regarding shelters on 28 high level platforms serving the Third Street Light Rail Line and eight low level boarding islands on The Embarcadero serving the E-Line.

NOW, THEREFORE, the parties hereby amend Agreement as follows:

I. Section I.D.2. of Agreement (Number of Commercial and Noncommercial Shelters) is amended to read as follows:

2. Number of Commercial and Noncommercial Shelters

The minimum number of shelters to be provided under this Agreement is one thousand one hundred (1,100) and the maximum number of shelters to be constructed is one thousand two hundred fifty (1,250) shelters without further amendment to this Agreement; provided, however, that CITY-constructed shelters are in addition to the maximum number of shelters specified in this section and

are not included in the count. Subject to having received required permits from all permitting authorities, CONTRACTOR shall have installed a minimum of one thousand, one hundred fifty (1,150) shelters within one (1) year from the date of this Fourth Amendment. The commercial and non-commercial shelters will be constructed at a ratio of two (2) commercial shelters to one (1) non-commercial shelter. For purposes of this section, a shelter associated with a kiosk shall be considered a commercial shelter. CONTRACTOR shall erect no more than one hundred fifty (150) kiosks, inclusive of those kiosks erected prior to this Fourth Amendment, without further amendment to this Agreement.

II. Section I.D.3 of Agreement (Locations) is amended to read as follows:

3. Locations

CITY shall retain the right to designate all shelter locations, including specification of which sites are available for commercial advertising. The Port Commission shall have sole discretion to approve locations for shelters on property under its jurisdiction; provided, however, Port Commission shall not approve any shelter locations on Port property which have not been identified by MUNI as providing the greatest convenience for transit patrons. As part of the City's Waterfront Design process, the Port Commission has approved the location of advertising shelters for the high-level boarding platforms on the South Embarcadero ("MUNI Metro Extension" or "MMX" platforms) (see Exhibit H hereto). As part of the same process, the Port Commission has approved locations for the shelters on median boarding islands for the F-Line on the North Embarcadero (see Exhibit J hereto) and for the E-Line on the South Embarcadero (see Exhibit L hereto); provided, however, that the Port Commission shall have sole discretion over which sites shall be available for commercial advertising at F-Line boarding islands on the North Embarcadero and E-Line boarding islands on the South Embarcadero, maintaining the two (2) to one (1) ratio specified in Section I.D.2. The Port has also designated which non-commercial shelters on F-Line and E-Line boarding islands shall display public service announcements, including, but not limited to, displays promoting the Port, its tenants and Port special events. As of the date of this Amendment, the list of current shelter and kiosk locations and platform advertising panel locations is attached as Exhibit A-1 (List of Shelters and Kiosks by Number) and A-2 (List of Shelters and Kiosks by Locations)

It shall be CONTRACTOR's responsibility to determine the siting of shelters at bus stops and to present site plans to DPW or the Port for approval as specified in Section VIII.C. CITY shall cooperate with CONTRACTOR in determining shelter siting. If a site is found by CONTRACTOR to be unsuitable or economically infeasible for construction of a shelter, CONTRACTOR may appeal to the Executive Director/CEO or to the Port Executive Director with regard to sites within Port jurisdiction for site abandonment and site substitution.

CITY shall have the right to require CONTRACTOR, at CONTRACTOR's sole cost, to remove or relocate shelters for the convenience of pedestrians and bus patrons or because of a change in a bus stop location as set forth in Section VIII.D. In addition, CITY or Port may, without limiting any other remedies hereunder, require or permit a CONTRACTOR-owned shelter to be removed or relocated if the maintenance and repair record of CONTRACTOR indicates that the shelter cannot be maintained properly due to excess vandalism. CONTRACTOR may not relocate or remove a bus shelter without prior written permission of the Executive Director/CEO, or the Port's Executive Director, as applicable, or their respective

designees. CONTRACTOR shall remove or relocate an associated kiosk concurrently with the removal or relocation of any shelter hereunder.

III. Section 1.D.4.a of Agreement (Conventional Advertising Shelters) is amended to read as follows:

a. Conventional Advertising Shelters (including F-Line and E-Line Shelters). CITY authorizes CONTRACTOR to use the "downstream" side wall (furthest from approaching transit vehicles), the back panel, or outside of the downstream side wall of any advertising transit shelter for a two-sided or flared and secured panel to display advertising material. Unless authorized in advance by the Executive Director/CEO or the Port Executive Director in the case of any shelter on Port property, in no case will advertising be displayed on the "upstream" end wall closest to the approaching transit vehicle. Any advertising or other material contained in a panel shall be back-lit. No advertising or other poster shall exceed twenty-four (24) square feet in area, or be greater than six (6) feet in height and four (4) feet in width.

IV. Section 1.D.4 of Agreement (Displays) is amended to add a new subsection e. to read as follows:

e. Third Street Platforms. On each of the Third Street platforms constructed by MUNI, CONTRACTOR may display advertising on both sides of each double-sided display case located on each high-level platform. The number and location of display cases on each of the Third Street platforms shall be as shown on Exhibit K attached. The design of each display case shall be consistent with final design as approved by applicable City agencies. No advertising or other poster shall exceed twenty-four (24) square feet in area, or be greater than six (6) feet in height and four (4) feet in width.

V. Section V.A.1 of Agreement (High-Level Boarding Platforms) is amended to read as follows:

1. High-Level Boarding Platforms

a. Stonestown. The CITY shall install, or cause to be installed, the ramp, platform, and shelter structure and amenities at the Stonestown Station, including installation of electrical service and provision of electricity to the station.

b. MMX. The CITY shall also supply, construct and install structural shelter components on any high-level boarding platforms constructed for the MMX and Mission Bay projects. CONTRACTOR shall reimburse CITY for the initial purchase and installation of shelter amenities for high-level boarding platforms that are part of the MMX and Mission Bay projects. CONTRACTOR's obligation to pay for shelter amenities shall not exceed an average of forty-five thousand dollars (\$45,000) per MMX platform. Said payment shall be due upon the effective date of this Third Amendment or upon installation of the shelters, whichever occurs later. "Shelter amenities" include, but are not limited to, seating, trash receptacles, advertising display panels, and MUNI map and information display panels/kiosks that are part of the approved final design for the projects. CITY shall have sole responsibility and discretion to select the type and design of all shelter amenities to be installed. Except as provided under Section V.B.4 governing CONTRACTOR's repair and replacement responsibilities, CONTRACTOR shall not have any role or responsibility in selecting or installing shelter amenities.

c. **Third Street.** CITY shall install, or cause to be installed, structural shelter components and amenities on the 28 high-level boarding platforms constructed for the Third Street Light Rail Line. MUNI shall have sole responsibility and discretion to select the type and design of all shelter amenities to be installed. Except as provided under Section V.B.4 governing CONTRACTOR's repair and replacement responsibilities, CONTRACTOR, shall not have any role or responsibility in selecting or installing shelter amenities.

d. **Electrical Service.** CONTRACTOR shall be responsible for the ongoing costs of all electrical service to each platform, except on the Third Street platforms, where CITY shall be responsible for providing electrical service.

e. **Ownership of Shelters.** All shelters, amenities and equipment installed on high-level boarding platforms shall be owned by the CITY upon completion and shall not be subject to the termination provisions of Section IX.A of this Agreement. CONTRACTOR agrees to provide a bill of sale or other documentation required to effect an unencumbered transfer to CITY of any amenities or equipment installed by CONTRACTOR on the high-level platforms.

VI. **Section V.A.2 of Agreement (F-Line North Embarcadero Shelters) is deleted and replaced by a new Section V.A.2 to read as follows:**

2. **Low-Level Boarding Islands**

a. **F-Line North Embarcadero Shelters.** The CITY shall install or cause to be installed all shelters on F-Line median boarding islands on the North Embarcadero, including installation of electrical service and provision of electricity to the islands. CONTRACTOR shall contribute a maximum of fourteen thousand dollars (\$14,000) towards the costs of design and construction of each F-Line shelter. Said contribution shall be due upon award by CITY of a contract for construction of the F-Line shelters. CITY shall own such shelters upon completion and they shall not be subject to the termination provisions of Section IX.A of this Agreement.

Notwithstanding the above, at CITY's sole election, CONTRACTOR, at its sole expense, shall install its own shelters on the F-Line boarding islands. In that event, said shelters would be owned by CONTRACTOR and be subject to all design and permit approvals applicable to other CONTRACTOR-owned shelters under this Agreement.

b. **E-Line Shelters.** CITY has constructed eight (8) E-Line low-level boarding islands on The Embarcadero and King Street. The location of such boarding islands is shown on Exhibit L, attached to and made a part of this Agreement. CONTRACTOR, at its sole expense, shall install its own shelters on the E-Line boarding islands. Said shelters shall be subject to all design and permit approvals applicable to other CONTRACTOR-owned shelters under this Agreement. CITY shall be responsible for running electrical service to the E-Line boarding islands.

c. **Shelters on Other Boarding Islands.** Shelters on other low-level boarding islands shall be governed by Section V.A above.

VII. Subsections 2 (Maintenance Schedule), 3 (Inspection and Clean-up) and 4 (Repairs and Replacement) of Section V.B of Agreement (Maintenance) are amended in their entirety to read as follows:

2. Maintenance Schedule

CONTRACTOR shall conform with the maintenance standards set forth in the Agreement and be responsible for maintaining shelters in "like new" condition throughout the term of the contract, including refurbishing, reconditioning, and, if necessary, replacing CONTRACTOR-provided worn shelters. CONTRACTOR shall use the Cleaning and Maintenance Reporting Forms (attached as Exhibit M) to report all inspections, cleaning, and maintenance on the shelters, and forward a copy of the reports to the MTA Real Estate Division on a weekly basis, or as required by the Executive Director/CEO, or his designee. If CONTRACTOR does not maintain its schedule or remedy outstanding deficiencies within forty-eight (48) hours of notification, CITY, including Port, shall be entitled to correct the deficiencies and bill CONTRACTOR for the work performed. In addition, CONTRACTOR shall furnish to the Executive Director/CEO a monthly narrative summary of its maintenance operations, noting problem areas and corrective actions taken.

3. Inspection and Clean-up

CONTRACTOR shall routinely inspect each shelter and kiosk at least twice per week. CONTRACTOR shall make more inspections if conditions warrant. CONTRACTOR shall make daily visits to the Stonestown Station, Third Street, and all other high-level boarding platforms, the F-Line median boarding islands, and the E-Line boarding islands for trash pick-up. At each inspection, if needed, CONTRACTOR shall clean and wash each shelter. Additionally, CONTRACTOR shall inspect the lighting fixtures and replace defective lights. CONTRACTOR also shall remove all graffiti, stickers, posters, litter, dust, dirt, and weeds from each shelter, and from a five-foot (5') radius surrounding the shelter, exclusive of private property and rail right-of-way. CONTRACTOR's maintenance duties with respect to all high-level boarding platforms and low-level boarding islands are set forth in Exhibit F hereto.

CITY shall be responsible for arranging the relocation of street furniture so as not to impede maintenance of the shelter or block the transit operator's view of the shelter.

4. Repair and Replacement.

CONTRACTOR shall repair within forty-eight (48) hours of notification by CITY, or with respect to shelters on Port property, by Port Director, or designee, any damage from vandalism or graffiti found on or around the shelter or kiosk, exclusive of other street furniture and private property. If the shelter or kiosk damage, vandalism, or graffiti is of a hazardous nature, or if light sources need replacing, CONTRACTOR shall repair, replace or remove the same within twenty-four (24) hours of notification or as needed. If the shelter or kiosk is destroyed, CONTRACTOR shall remove the shelter or kiosk remains within twenty-four (24) hours of notification and replace the shelter within thirty (30) days. In conjunction with such removal, CONTRACTOR shall, at its own expense, restore the affected

sidewalk, median boarding island or curb area to a safe, finished condition, in accordance with applicable law.

CONTRACTOR's repair duties with respect to all high-level boarding platforms and low-level boarding islands are set forth in Exhibit F hereto. CONTRACTOR's repair and replacement obligations regarding the Stonestown Station, the other high-level boarding platforms, and the E-Line and F-Line island shelters (if constructed and owned by CITY) shall be limited to repairs and/or replacements necessitated by vandalism or intentional damage or destruction; unless CONTRACTOR owns the shelters, CONTRACTOR shall have no obligation to repair or replace platform or shelter components on such shelters solely as a result of construction defects, normal wear and tear, accidents or acts of God. CONTRACTOR shall report such conditions to the Municipal Railway Maintenance Division on MUNI-owned shelters.

CONTRACTOR shall install decals with its telephone number and e-mail address in each shelter, at a location to be determined by MUNI, so that the public may report any conditions at the shelter that require immediate attention from CONTRACTOR.

VIII. Section V.C. (Talking Signs) is deleted and replaced with a new Section V. C (Additional Accessibility Features) to read as follows:

C. Additional Accessibility Features

CONTRACTOR shall provide the CITY with Twenty-Five Thousand Dollars (\$25,000) to be used on in-shelter accessibility features (such as, but not limited to, PUSH-TO-TALK text to speech output devices for NextBus LED displays, or Braille identification signage), to be selected by CITY. In addition, CONTRACTOR or CITY's contractor will install and/or maintain, such accessibility features, as appropriate as determined by CITY. CONTRACTOR shall pay for all electricity costs for such features.

IX. Subsection A (General) of Section VI. of Agreement (Approval of Advertising Material) is amended in its entirety to read as follows:

A. General

The MTA Board of Directors has adopted an Advertising Policy that prohibits certain types of advertisements. MTA's Advertising Policy is attached as Exhibit M to this Agreement. CONTRACTOR agrees to comply with the advertising standards set forth in this policy. Subject to the provisions of Subsection C. below, CONTRACTOR agrees to display only those advertisements that are in compliance with MTA's policy. Upon written demand by the Executive Director/CEO or the Executive Director of the Port (for advertising under Port jurisdiction), CONTRACTOR agrees to remove promptly any advertisements that are in violation of MTA's policy, in conformity with state and federal law.

CONTRACTOR agrees to provide install decals on the advertising panels that read: "The views expressed in any advertisement do not necessarily reflect the views of the Municipal Transportation Agency." MUNI will determine the locations on the panels where the decals shall be placed. With regard to advertising panels located on property under Port jurisdiction, CONTRACTOR agrees to provide and install decals on the advertising panels that read: "The views expressed in any advertisement do not necessarily reflect the views of the Municipal Transportation Agency or the Port of San Francisco."

X. Subsection C (Alcohol Advertising) of Section VI. of Agreement (Approval of Advertising Material) is amended in its entirety to read as follows:

C. Alcohol Advertising

CONTRACTOR agrees to limit advertising of alcoholic beverages (including beer, wine and spirits) on The Embarcadero to a maximum of ten percent (10%) of available advertising faces on the Embarcadero MMTX platforms and F-Line boarding islands. CONTRACTOR agrees to limit advertising of alcoholic beverages (including beer, wine and spirits) in the South Bayshore Area to a maximum of ten percent (10%) of available advertising faces in the Area. The South Bayshore Area encompasses the neighborhoods and industrial lands in the area generally bounded by Cesar Chavez, Highway 101, the San Francisco Bay, and the county line. CONTRACTOR also agrees to prohibit advertising of alcoholic beverages within a 500-foot radius of any school.

XI. Section VIII.C.4.b is amended by deleting paragraph (19) of that section.

XII. The first paragraph of Subsection A (Term and Extension of Term) of Section IX (Term and Termination). of Agreement is amended to read as follows:

A. Term and Extension of Term

This Agreement shall commence on June 10, 1987. This Agreement shall terminate on December 9, 2007, unless sooner terminated as provided herein.

XIII. Subsection 3 (Notice) of Section X.E of Agreement (Insurance) is amended in its entirety to read as follows:

3. Notice

All policies shall be endorsed to provide that there will be thirty (30) days advance written notice to CITY of cancellation, non-renewal or reduction in coverage for any reason, which notice shall be mailed to the following address:

Executive Director/CEO
Municipal Transportation Agency
One South Van Ness Ave. 7th Floor
San Francisco, CA 94103

With copies to:

Kerstin Magary
Senior Project Manager
San Francisco Municipal Railway
One South Van Ness Ave. 3rd floor
San Francisco, CA 94103

XIV. Section X.P of Agreement (Conflict of Interest) is replaced in its entirety with the following:

P. Conflict of Interest

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provision of Section 15.103 of CITY's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify CITY if it becomes aware of any such fact during the term of this Agreement.

XV. Section X.Z (Burma (Myanmar) Business Prohibition) is deleted.

XVI. Section X.DD is added to the Agreement, to read as follows:

DD. Limitations on Contributions

Through execution of this Agreement, CONTRACTOR acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations of the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

XVII. Section X.EE is added to the Agreement, to read as follows:

EE. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, CONTRACTOR may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. CONTRACTOR agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event CONTRACTOR violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit CONTRACTOR from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider CONTRACTOR's use of profit as a violation of this section.

XVIII. Section X.FF is added to the Agreement to read as follows:

FF. Nondisclosure of Private Information.

As of March 5, 2005, CONTRACTOR agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided.

The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, CONTRACTOR agrees to all of the following:

(a) Neither CONTRACTOR nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

- (i) The disclosure is authorized by this Agreement;
- (ii) The CONTRACTOR received advance written approval from the Contracting Department to disclose the information; or
- (iii) The disclosure is required by law or judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

(d) Any failure of CONTRACTOR to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar CONTRACTOR, or bring a false claim action against CONTRACTOR.

XIX. Section XV (GPS Demonstration Project) is deleted and replaced by a new Section XV (Bus Arrival Prediction Display Signs For NextBus Project) to read as follows:

XV. BUS ARRIVAL PREDICTION DISPLAY SIGNS FOR NEXTBUS PROJECT

The City has a contract with NextBus of Emeryville, California, to provide real-time transit information to MUNI patrons waiting at transit stops with shelters. NextBus will furnish and install 400-500 new bus arrival prediction display signs at existing transit shelters and boarding platforms throughout the City, as determined by MUNI (see list of proposed sites, attached as Exhibit O). The dimensions of the display signs are as follows:

24 inches (L) x 8.4 inches (H) x 7.72 inches (D)
Electrical power consumption: 45 Watts (> 0.48 Amp) at 110V AC (electric power to be provided 24 hours a day and 7 days a week).

CONTRACTOR agrees to participate in such a project by permitting its powered transit shelters to be outfitted with such display signs. CONTRACTOR will have no responsibility to

purchase, install, operate, repair or replace any display signs or associated equipment. CONTRACTOR agrees to provide cleaning, graffiti-removal and other basic maintenance of the display signs consistent with its routine maintenance of the shelters. CONTRACTOR also agrees to absorb the electrical power consumption costs of the display signs on the transit shelter's lighting circuits. In the event CONTRACTOR wishes to remove or relocate a transit shelter equipped with such a display sign, CONTRACTOR shall properly notify the City in accordance with Sections I.D.3 and VIII.D.

XX. Exhibits

A. Exhibit A is deleted and replaced in its entirety by the attached Exhibits A-1 (List of Shelters and Kiosks by Number) and A-2 (List of Shelters and Kiosks by Location)

B. Exhibit F is deleted and replaced in its entirety by the attached Exhibit F (Contractor's Maintenance and Repair Duties: MMX, F-Line, E-Line, Third Street, and all High-Level Muni Platforms).

C. Exhibit I is deleted.

D. A new Exhibit K (Third Street Stations and Platforms) is attached and incorporated into the Agreement.

E. A new Exhibit L (E-Line Low-Level Platforms) is attached and incorporated into the Agreement.

F. A new Exhibit M (MTA Advertising Policy) is attached and incorporated into the Agreement.

G. A new Exhibit N (Shelter Cleaning and Maintenance Report Forms) is attached and incorporated into the Agreement.

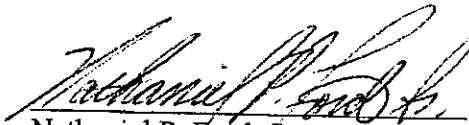
XXI. Effective Date. The modifications set forth above shall be effective on and after the date of the Notice to Proceed with this Amendment. City may elect to issue separate Notices to Proceed covering different provisions of this Amendment.

XXII. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to Advertising Transit Shelter Agreement to be executed, in quintuplicate, by their duly authorized officers, on the day and year first hereinabove written.

CITY AND COUNTY OF SAN FRANCISCO

Municipal Transportation Agency
Board of Directors
Resolution No. 06-094
Dated: August 1, 2006


Nathaniel P. Ford, Sr.
Executive Director/CEO

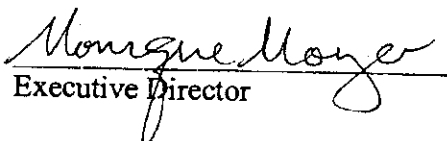
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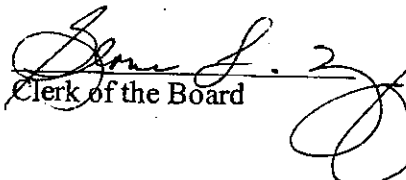

Secretary, MTAB

PORT
City and County of San Francisco, by
and through the San Francisco Port
Commission

Board of Supervisors
Ordinance No. 278-06
Dated: November 17, 2006

Attest:


Executive Director


Clerk of the Board

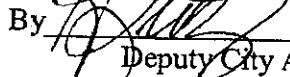
Port Commission Resolution No. 06-065

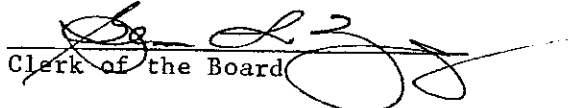
APPROVED AS TO FORM:

Board of Supervisors
Ordinance No. 282-06; 288-06
Dated: November 20, 2006

Dennis J. Herrera
City Attorney

Attest:

By 
Deputy City Attorney


Clerk of the Board

CONTRACTOR

CBS OUTDOOR, INC.

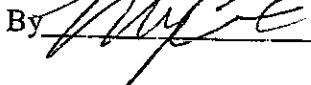
By 

EXHIBIT A-1**LIST OF SHELTERS AND KIOSKS BY NUMBER**

Shelter Number	Location	Commercial/Non-Commercial - Size (in feet)
1	Van Ness Ave. & McAllister St.	CPS
2	Van Ness Ave. & Union St.	C - 12'
3	Townsend St. & mid 03rd & 04th St.-	C - 12'
4	Sutter St. & Stockton St.	C - 12'
5	Stockton St. mid Jackson & Washington (w/s)	C - 12'
6	Stockton St. mid Broadway & Pacific Sts (w/s)	C - 12'
8	Sacramento St. & Polk St.	C - 12'
9	Powell St. & California St.	C - 12'
12	Mission St. & Beale St.	C - 12'
13	Mission St. & 05th St.	C - 8'
14	Main St. & Mission St.	C - 12'
16	Kearny St. & California St.	C - 12'
17	Geary Blvd. & Leavenworth St.	C - 12'
21	04th St. & Folsom St.	C - 12'
22	Bayshore Blvd. & Cortland Ave.	C - 12'
23	Geary Blvd. & Masonic St.	C - 12'
24	Geary Blvd. & Van Ness Ave.	C - 12'
25	Masonic Ave. & Geary Blvd.	C - 12'
26	Sacramento St. & Fillmore St.	C - 12'
27	Silver Ave. & San Bruno Ave.	C - 12'
29	Sutter St. & Van Ness Ave.	C - 12'
30	Union St. & Van Ness Ave.	C - 12'
31	Geary Blvd. & Powell St.	C - 12'
32	Montgomery St. & California St. (GGT ONLY)	C - 12'
33	03rd St. mid Jessie & Stevenson Sts. e/s	C - 16'
34	Van Ness Ave. & Chestnut St.	C - 12'
36	Sacramento St. & Davis St.	C - 12'
42	Townsend St. & 04th St.	C - 12'
45	Golden Gate Park (Acad. of Science) - Temp Down	NC - 12'
46	Golden Gate Park (DeYoung Museum) (TempDown)	NC - 12'
49	Laguna Honda Hospital	NC 8'
50	Cabrillo St. & La Playa St.	C - 12'
52	Clay St. & Polk St.	C - 12'
53	06th Ave. & Geary Blvd.	C - 12'
54	Turk St. & Jones St.	C - 12'
56	Eddy St. & Polk St.	C - 12'
58	Mission St. & So. Van Ness St.	C - 12'
59	O'Farrell St. & Jones St. (bulb)	C - 12'
60	25th Ave. & Geary Blvd.	C - 12'

Exhibits-1

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agreement amendment 4\advertising transit shelter agreement
amendment 4 final to port.060908.doc

Shelter Number	Location	Commercial/Non-Commercial - Size (in feet)
61	Divisadero St. & Geary Blvd.	C - 12'
63	Ocean Ave. & Harold St./PHELAN	C - 16'
64	Castro St. & Market St.	C - 12'
65	Larkin St. & McAllister St.	C - 12'
66	Silver Ave. & Mission St.	NC - 8
67	Fulton St. & 08th Ave.	NC - 12'
68	Fulton St. & 37th Ave.	NC - 12'
69	Sacramento St. & Webster St.	NC - 8'
71	Recreation Center for the Handicapped	NC - 8'
72	Van Ness Ave. & Clay St.	C - 12'
73	Van Ness Ave. & Eddy St.	C - 12'
74	Van Ness Ave. & Eddy St.	C - 12'
75	Van Ness Ave. & O'Farrell St.	C - 12'
76	Van Ness Ave. & O'Farrell St.	C - 12'
77	Van Ness Ave. & Sutter St.	C - 12'
78	Van Ness Ave. & Sutter St.	C - 12'
79	Van Ness Ave. & Sacramento St.	C - 12'
82	16th St. & Mission St. TD	C - 12'
83	09th Ave. & Irving St.	C - 12'
84	Fulton St. & Masonic ST.	C - 12'
85	Clement St. & 06th Ave.	C - 12'
86	Ulloa St. & West Portal	C - 12'
87	Junipero Serra Blvd. & Ocean Ave.	NC - 12'
88	Hayes St. & Fillmore St.	NC - 8'
89	Van Ness Ave. & McAllister St.	CPS
90	Hayes St. & Van Ness Ave.	NC - 8
91	McAllister St. & Polk St.	CPS
92	19th Ave. & Judah St.	C - 12'
93	Geary Blvd. & 25th Ave.	C - 12'
94	16th St. & Bryant St.	C - 12'
95	Church St. & Duboce St.	C - 12'
96	Valencia St. & 14th St.	C - 12'
97	Geary Blvd. & 06th Ave.	C - 12'
98	19th Ave. & Lincoln Way	C - 8'
99	19th Ave. & Taraval St.	C - 12'
100	03rd St. & Evans Ave.	C - 12'
101	Portola St. & Woodside St.	C - 12'
105	19th Ave. & Junipero Serra Blvd.	C - 12'
108	Castro St. & 18th St.	C - 12'
111	03rd St. & Hudson Ave.	C - 12'
112	Presidio Ave. & California St.	C - 12'
113	Geary Blvd. & Park Presidio	NC - 12'
115	California St. & Commonwealth St.	C - 12'
117	04th St. & Townsend St.	C - 12'
118	04th St. & King St.	C - 12'
119	Mission St. & 30th St.	C - 12'
120	Mission St. & Naglee St.	C - 12'
121	South Van Ness St. & Mission St.	C - 12'

Exhibits-2

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Shelter Number	Location	Commercial/Non-Commercial - Size (in feet)
123	Balboa St. & 32nd Ave.	NC - 8'
125	Geary Blvd. & Arguello Ave.	C - 12'
126	Geary Blvd. & Arguello Ave.	C - 12'
127	Mission St. & Geneva Ave.	C - 12'
128	Mission St. & Geneva Ave.	C - 12'
132	Bayshore Blvd. & Arleta Ave. (Canopy)	C - 12'
133	Cortland St. & Mission St.	NC - 12'
135	Forest Hill Station	NC - 12'
136	Fulton St. & Parker St.	NC - 8'
137	Masonic Ave. & Hayes St.	C - 12'
138	Valencia St. & Cesar Chavez St.	C - 12'
139	San Bruno Ave. & Bacon St.	C - 12'
140	Irving St. & 07th Ave.	C - 12'
141	Irving St. & 09th Ave.	C - 8'
142	Marina St. & Laguna St.	C - 12'
144	Mission St. & 16th St.	C - 12'
145	Mission St. & 16th St	C - 12'
146	09th Ave. & Lincoln Way	C - 12'
147	09th Ave. & Lincoln Way	C - 12'
148	Sutter St. & Laguna St.	C - 12'
149	Sutter St. & Laguna St.	C - 12'
150	Valencia St. & Cesar Chavez St.	NC - 8'
152	Van Ness Ave. & North Point	C - 12'
154	Irving St. & 02nd Ave.	NC - 8'
155	O'Farrell St. mid Stockton & Grant Sts.	C - 12'
157	Balboa St. & 25th Ave.	NC - 8'
160	Church St. & 20th St. (Muni Row)	NC - 8'
162	Geary Blvd. & Stockton St.	C - 12'
163	Kearny St. & Geary Blvd. (TD)	C - 16'
164	Kearny St. & Sutter St.	C - 12'
165	Larkin St. & Golden Gate	C - 12'
166	Mission St. & 01st St.	C - 16'
167	Mission St. & 03rd St.	C - 12'
168	Noriega St. & Sunset	NC - 8'
170	Polk St. & California St.	C - 12'
171	Post St. & Van Ness Ave.	C - 12'
173	Sacramento St. & Van Ness Ave.	C - 12'
174	Sunset Blvd. & Noriega St.	NC - 8'
177	05th St. & Folsom St.	C - 12'
178	05th St. & Folsom St.	C - 12'
179	23rd St. & Utah St.	NC - 12'
182	Balboa St. & 06th Ave.	C - 12'
184	Duncan St. & Diamond Heights	NC - 8'
185	Geary Blvd. & Divisadero St.	C - 12'
186	Geary Blvd. & Divisadero St.	C - 12'
187	Geary Blvd. & Laguna St.	C - 12'
188	Masonic Ave. & Turk St.	C - 12'
189	Mission St. & 02nd St.	C - 12'
190	Mission St. & 07th St.	C - 12'

Exhibits-3

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Shelter Number	Location	Commercial/Non-Commercial - Size (in feet)
191	Myra St. & Dalewood St. (Term.)	NC - 8'
192	O'Farrell St. & Van Ness St.	C - 12'
193	Sacramento St. & Kearny St.	C - 12'
194	Sutter St. & Fillmore St.	C - 12'
195	Sutter St. & Fillmore St.	C - 12'
196	Washington St. & Mason St.	NC - 8'
197	03rd St. & Folsom St.	C - 12'
198	18th St. & Valencia St.	C - 12'
200	California St. & Divisadero St.	C - 12'
201	California St. & Grant St.	C - 8'
202	California St. & Van Ness St.	C - 12'
203	Ellis St. & Mason St.	C - 12'
204	Geary Blvd. & Laguna St.	C - 12'
206	Geary Blvd. (n/s) mid Presidio & Masonic Sts.	C - 12'
208	Mission St. & 04th St.	C - 12'
209	Ocean Ave. & San Jose Ave.	C - 12'
210	Post St. & Leavenworth St.	C - 12'
211	Potrero Ave. & 18th St.	C - 12'
212	Presidio Ave. & Geary Blvd.	C - 12'
213	Skyline Blvd. & Zoo Road	NC - 8'
214	Sloat Blvd. & 45th Ave.	NC - 12'
216	Van Ness Ave. & Market St.	C - 12'
217	24th St. & Dolores St.	NC - 8'
218	25th Ave. & Balboa St.	NC - 8'
219	California St. mid 6th & 7th Ave. s/s	C - 12'
220	California St. & Park Presidio	NC - 8'
221	Clay St. & Van Ness Ave.	C - 12'
222	Cole St. & Carl St.	C - 12'
223	Fillmore St. & Chestnut St.	C - 12'
224	Fulton St. & 08th Ave.	C - 8'
225	Judah St. & Sunset	NC - 8'
226	Masonic Ave. & Fulton St.	C - 12'
227	Mission St. & 24th St.	C - 12'
228	Mission St. & 24th St.	C - 12'
229	Park Presidio & Fulton St.	NC - 12'
230	Park Presidio & Geary Blvd.	NC - 12'
231	Polk St. & Broadway St.	C - 12'
232	Polk St. & Sutter St.	C - 12'
233	Polk St. & Union St.	C - 12'
234	Stockton St. & Green St.	C - 12'
236	Van Ness Ave. & Geary Blvd.	C - 12'
237	Fillmore St. & Hayes St.	NC - 8'
238	Fillmore St. & Hayes St.	NC - 8'
239	Haight St. & Divisadero St.	C - 12'
240	Haight St. & Divisadero St.	C - 12'
241	Mission St. & 20th St.	C - 12'
242	Mission St. & 20th St.	C - 12'
243	Hayes St. & Shrader St.	C - 12'

Exhibits-4

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Shelter Number	Location	Commercial/Non-Commercial - Size (in feet)
244	Hayes St. & Shrader St.	C - 12'
246	04th St. & Howard St.	C - 12'
247	22nd Ave. & Irving St.	C - 12'
249	Fulton St. & Arguello Ave.	NC - 12'
250	Silver Ave. & Cambridge St.	NC - 8'
251	Silver Ave. & Cambride St.	NC - 8'
252	Sunset Blvd. & Judah St.	NC - 8'
253	Sunset Blvd. & Judah St.	NC - 8'
254	Sunset Blvd. & Taraval St.	NC - 8'
255	Sunset Blvd. & Taraval St.	NC - 8'
257	Masonic Ave. & Haight St.	C - 8'
258	Masonic Ave. & Haight St.	C - 12'
259	Mission St. & 09th St.	C - 12'
261	Sacramento St. & Grant St.	C - 8'
262	Leavenworth St. & Geary Blvd.	C - 12'
263	Sunset Blvd. & Quintara St.	NC - 8'
264	Sunset Blvd. & Quintara St.	NC - 8'
266	05th St. & Harrison St.	C - 12'
267	Bush St. & Leavenworth St.	C - 12'
268	California St. & Divisadero St.	C - 8'
270	Fillmore St. & Lombard St.	C - 12'
271	Fillmore St. & Sutter St.	C - 12'
272	Geary Blvd. & Fillmore St.	C - 12'
274	Geary Blvd. & Spruce St.	C - 12'
275	Geary Blvd. & Taylor St. (REVERS CANOPY)	C - 12'
276	North Point St. & Mason St.	C - 12'
277	Polk St. & California St.	C - 12'
280	Stockton St. & Sutter St.	C - 12'
281	Sunset Blvd. & Noriega St.	NC - 8'
282	Sunset Blvd. & Ocean Ave.	NC - 8'
283	Sunset Blvd. & Vicente St.	NC - 8'
284	Sunset Blvd. & Yorba St.	NC - 8'
285	Sunset Blvd. & Yorba St.	NC - 8'
286	Sutter St. & Divisadero St.	C - 12'
287	Sutter St. & Polk St.	C - 12'
290	15th Ave. & Taraval St.	C - 12'
291	15th Ave. & Taraval St.	C - 12'
292	16th St. & Bryant St.	C - 16'
293	18th St. & Connecticut St.	C - 12'
294	19th Ave. & Taraval St.	C - 12'
295	25th Ave. & California St.	NC - 12'
296	25th Ave. & Geary Blvd.	C - 12'
298	Clement St. & 08th Ave.	C - 8'
299	Clement St. & 25th Ave.	C - 12'
300	Geary Blvd. & 20th Ave.	C - 12'
301	Geary Blvd. & 33rd Ave.	C - 12'
302	Mission St. & 18th St.	C - 12'
303	Mission St. & Brazil St.	C - 12'

Exhibits-5

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Shelter Number	Location	Commercial/Non-Commercial - Size (in feet)
304	Mission St. & Persia St.	C - 12'
305	Mission St. & Russia St.	C - 12'
306	Mission St. & Richland St.	C - 12'
307	Mission St. & Richland St.	C - 12'
308	Mission St. & Silver Ave.	C - 12'
309	Park Presidio & Balboa St.	NC - 8'
310	Park Presidio & California St.	NC - 8'
311	Park Presidio & California St.	NC - 12'
312	Park Presidio & Geary Blvd.	NC - 8'
313	Silver Ave. & Mission St.	C - 12'
314	Sloat Blvd. & West Portal (n/s)	C - 12'
315	03rd St. & Cesar Chavez St.	C - 12'
316	03rd St. & Cesar Chavez St.	C - 12'
318	03rd St. & Williams Ave.	C - 8'
319	Bayshore Blvd. & Visitacion St.	C - 12'
320	Castro St. & Duboce St.	NC - 12'
321	Castro St. & Duboce St.	NC - 8'
322	Chestnut St. & Laguna St.	NC - 8'
323	Connecticut St. & 18th St.	C - 12'
324	Fillmore St. & Jackson St.	C - 8'
325	Judah St. & 46th Ave.	C - 8'
327	Mission St. & Acton St.	C - 12'
328	Monterey Blvd. & Foerster St.	C - 12'
329	Monterey Blvd. & Foerster St.	C - 12'
333	Plymouth St. & Ocean Ave.	C - 12'
334	Plymouth St. & Ocean Ave.	C - 12'
336	Sacramento St. & Fillmore St.	C - 12'
337	San Bruno Ave. & Silver Ave. (TEMP. DOWN)	NC - 8'
339	Visitacion Ave. & Bayshore Blvd.	C - 12'
340	05th St. & Bryant St. (Temp Down)	C - 12'
341	05th St. & Mission St.	C - 16'
342	06th Ave. & Clement St.	C - 12'
343	16th St. & Mission St.	C - 16'
344	24th St. & Mission St.	C - 12'
345	24th St. & Mission St.	C - 12'
346	Carl St. & Cole St.	C - 12'
347	Castro St. & 17th St.	C - 12'
348	Castro St. & 18th St.	C - 12'
350	Divisadero St. & Geary Blvd.	C - 12'
352	Eddy St. & Pierce St.	C - 12'
353	Haight St. & Laguna St.	NC - 8'
354	Hayes St. & Fillmore St.	NC - 8'
355	Hayes St. & Larkin St. (CANOPY/ 1 FACE)	C - 12'
357	Mission St. & 05th St.	C - 12'
359	Mission St. & 18th St.	C - 12'
360	Mission St. & 22nd St.	C - 12'
363	Sacramento St. & Stockton St. (Revers	C - 12'

Exhibits-6

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Shelter Number	Location	Commercial/Non-Commercial - Size (in feet)
	Canopy)	
364	Turk St. & Larkin St.	C - 12'
365	24th St. & Guerrero St.	NC - 8'
366	46th Ave. & Taraval St.	NC - 8'
367	California St. & 06th Ave.	C - 12'
368	California St. & Laurel St.	NC - 8'
369	California St. & Laurel St.	C - 12'
370	California St. & Spruce St.	C - 12'
371	Castro St. & 22nd St.	NC - 8'
372	Clipper St. (n/s) & Diamond Heights Blvd.	NC - 8'
373	Eddy St. & Polk St.	C - 8'
374	Eddy St. & Van Ness Ave.	C - 12'
376	Fulton St. & 06th Ave.	NC - 8'
377	Fulton St. & Parker Ave.	NC - 8'
378	Geary Blvd. & 42nd Ave.	NC - 8'
380	La Playa & Cabrillo St.	NC - 16'
382	Market St. & Gough St.	C - Kiosk
383	McAllister St. & Hyde St.	CPS
384	McAllister St. & Van Ness Ave.	NC - 12'
386	Sacramento St. & Buchanan St.	NC
387	Sloat Blvd. & 19th Ave.	C - 12'
388	Van Ness Ave. & Grove St.	CPS
391	Leavenworth St. & Bush St.	C - 12'
392	05th St. & Howard St.	C - 12'
393	05th St. & Howard St.	C - 12'
394	09th Ave. & Judah St.	C - 12'
395	09th Ave. & Judah St.	C - 12'
396	16th St. & Dolores St.	NC - 8'
397	24th St. & Church St.	C - 12'
398	24th St. & Church St.	C - 12'
400	California St. & Sansome St.	C - 12'
402	Fulton St. & Park Presidio	NC - 12'
403	Geary Blvd. & Scott St.	NC - 8'
404	Jackson St. & Fillmore St.	C - 12'
405	Leavenworth St. & O'Farrell St.	C - 12'
406	Mission St. & 08th St.	C - 16'
408	O'Farrell St. & Leavenworth St.	C - 12'
416	24th St. & Folsom St.	C - 12'
421	Judah St. & 25th Ave.	NC - 8
422	Laguna St. & Chestnut St.	NC - 8'
423	Lincoln Way & 19th Ave.	NC - 8'
424	Mission St. & Silver Ave.	C - 12'
425	Monterey Blvd. & Ridgewood Ave.	C - 12'
426	Noriega St. & 46th Ave.	NC - 8'
427	North Point St. & Hyde St.	C - 8'
428	North Point St. & Hyde St.	C - 8'
429	O'Farrell St. & Hyde St.	C - 12'
430	Park Presidio & Balboa St.	NC - 8'
431	Park Presidio & Fulton St.	NC - 12'

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Shelter Number	Location	Commercial/Non-Commercial - Size (in feet)
432	Phelps St. & Williams Ave.	C - 12'
433	Polk St. & North Point St.	NC - 8'
435	Powell St. & Lombard St.	NC - 8'
436	Sutter St. & Baker St.	C - 12'
437	Geneva Ave. & Mission St.	C - 16'
438	Sutter St. & Buchanan St.	C - 12'
439	Sutter St. & Octavia St.	C - 8'
440	Taraval St. & Sunset Blvd.	NC - 8'
441	Van Ness Ave. & Jackson St.	C - 12'
443	Diamond Heights Blvd. & Duncan St.	NC - 8'
444	Divisadero St. & Pine St.	C - 12'
445	Eddy St. & Laguna St.	C - 12'
446	Eddy St. & Laguna St.	C - 12'
447	Eddy St. & Larkin St.	C - 8'
448	Eddy St. & Pierce St.	C - 12'
450	Geary Blvd. & Gough St.	C - 12'
451	Geary Blvd. & Webster St.	C - 12'
452	Hayes St. & Baker St.	NC - 8'
453	Hayes St. & Baker St.	NC - 8'
456	Lyon St. & Greenwich St.	NC - 8'
458	McAllister St. & Divisadero St.	C - 12'
459	McAllister St. & Divisadero St.	C - 12'
460	McAllister St. & Fillmore St.	C - 12'
461	McAllister St. & Fillmore St.	C - 12'
462	Polk St. mid Clay & Sacramento Sts. (w/s)	C - 12'
463	Polk St. & Sutter St.	C - 12'
466	Sutter St. & Taylor St.	C - 12'
467	02nd St. & Howard St.	C - 12'
469	24th St. & Castro St.	C - 12'
470	24th St. & Diamond St.	C - 12'
473	Clayton St. & Corbett Ave.	NC - 8'
474	Divisadero St. & Eddy St.	C - 12'
475	Hayes St. & Buchanan St.	NC - 8'
476	Hayes St. & Steiner St.	NC - 8'
478	03rd St. & 22nd St.	NC - 8'
479	Lincoln Way & 05th Ave.	NC - 8'
484	Noriega St. & 41st Ave.	NC - 8'
485	North Point St. & Polk St.	C - 12'
486	Pacific Ave. & Polk St.	C - 12'
488	Quintara St. & 19th Ave.	NC - 8'
489	Starr King Way & Gough St.	C - 12'
490	Union St. & Polk St.	C - 12'
491	Van Ness Ave & Jackson St.	C - 12'
492	03rd St. & 22nd St.	C - 12'
493	03rd St. mid Stillman & Perry Sts. e/s (TempDown)	CC - 12
494	30th St. & Mission St.	C - 12'
495	Eddy St. & Leavenworth St.	C - 12'
496	Eddy St. & Van Ness Ave.	C - 12'

Exhibits-8

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